

**Customer:**

Coeur d'Alene Charter Academy  
4904 North Duncan Drive  
Coeur d'Alene, ID 83815

**Property:**

CDCharter-4904-C  
4904 North Duncan Drive  
Coeur d'Alene, ID 83815

## **Versico TPO 20 Year System Warranty**

***Project Preparation***

- Obtain building permit for roof replacement.
- Perform pre-construction roof replacement walk through with the owner and project foreman.

***Safety***

- All work will be performed in accordance with OSHA and L&I safety requirements.
- Furnish and install warning lines to identified areas as associated with ground related activities.

***ACM***

- A ACM survey will be obtained by an AHEARA building inspector prior to the project start date.
- The following proposal anticipates that no ACM will be found. If ACM is found there will be an additional charge to remove the ACM by a third party.

***Insulation.***

- Install a ½" FMI High Performance EPS.

***System Application***

- Furnish and install a mechanically fastened white TPO Roof System according to manufacturer's specifications.

***Drain System***

- Thoroughly inspect and reuse the existing drain system.
  - If needed, additional work to the internal drain system is not included in this proposal and will be performed by a third party or at a time and material rate of \$89.00 per man hour.

***HVAC, Curbed Penetrations, and Other Air Handling Unit Details***

- HVAC units and power vents may be raised as needed for proper installation of the TPO membrane. Larger HVAC units may need to be raised and re-installed by a mechanical company.

***Pipe Details***

- Furnish and install new TPO prefabricated or 60mil non-reinforced thermoplastic pipe boots.

***Clean Up***

- All work premises will be cleaned daily during the construction process and at the completion of the project.

**Exclusions**

- Electrical work that may be needed due to broken conduit, abandoned electrical work or machinery, lighting fixtures, or buried rooftop junction boxes is not included in this proposal.
- Fascia and related woodwork will be an additional charge to the owner. This work will be performed at a time and material rate of \$89.00 per man hour.
- If needed, a treated lumber nailer will be installed on the parapet walls for metal coping at a time and material rate of \$89.00 per man hour.
- Re-alignment of any satellite dish is not included in this proposal and will need be performed by 3rd party at the owner's expense.

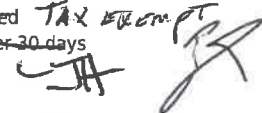
**Warranty**

- This TPO Roof System comes with a Full System NDL Manufacturer's Warranty. Warranty will be submitted to ownership after project completion, manufacturer's final inspection, and payment has been received in full.

**\$148,990.00 - H Building**

**\$24,350.00 - Phase 2 Roof Section**


~~Sales tax is not included~~ TAX EXEMPT  
~~Pricing subject to change after 30 days~~  
 06/24/2020



**ACCEPTANCE OF PROPOSAL**

*The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorizing Jimmy's Roofing to order materials, which are non-refundable, and do the work as specified. Payment terms are 50% down and 50% due at the time of completion. Project will not be scheduled until the 50% down payment has been received. If final payment is not received within 30 days of invoice, a Finance Charge of 1.5% per month will be assessed. In the event this account is placed for collection with a Collection Agency, a fee of 50% of the balance due shall be added as a collection fee. Applicable sales tax is not included in this proposal and may be an additional fee.*

Date 9/24/20

Signature 

**TERMS & CONDITIONS**

- Nature of Work.** Jimmy's Roofing ("Jimmy's") shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Jimmy's does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Jimmy's, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Jimmy's is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Jimmy's from what is specified. Jimmy's is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which Jimmy's roofing work is installed.
- Deck.** Customer warrants that structures on which Jimmy's is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. Jimmy's commencement of roof installation indicates only that Jimmy's has visually inspected the surface of the roof deck for visible defects. Jimmy's is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design and their effect on

the roof.

3. **Concrete Decks.** In the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the General Contractor in consultation with the concrete subcontractor, concrete manufacturer and design professional. Jimmy's is not responsible to test or assess moisture content of the deck or substrate.
4. **Asbestos and Toxic Materials.** This proposal is based on Jimmy's not coming into contact with asbestos-containing or toxic materials ("ACM"). Jimmy's is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Jimmy's shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Jimmy's from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
5. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within fifteen (15) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Jimmy's by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per annum. Jimmy's shall be entitled to recover from Customer all costs of collection incurred by Jimmy's, including attorney's fees, resulting from Customer's failure to make proper payment when due. Jimmy's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.
6. **Right to Stop Work.** The failure of Customer to make proper payment to Jimmy's when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Jimmy's, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Jimmy's shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Jimmy's shall be increased by the amount of Jimmy's reasonable costs of shut-down, delay and start-up.
7. **Insurance.** Jimmy's shall carry worker's compensation, automobile and commercial general liability (bodily injury and property damage) insurance. Jimmy's will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Jimmy's, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Jimmy's shall not be withheld by reason of any damage or claim against Jimmy's covered by liability or property damage insurance maintained by Jimmy's or claims covered under builder's risk insurance.
8. **Additional Insured.** If Customer requires and Jimmy's agrees to name Customer or others as additional insureds on Jimmy's liability insurance policy, Customer and Jimmy's agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Jimmy's and is not intended to make Jimmy's insurer liable for claims that are due to the fault of the additional insured.
9. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, falling of materials attached to the underside of the deck, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Jimmy's shall not be responsible for disturbance, falling of materials attached to the underside of the deck, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing. Customer shall notify occupants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Jimmy's harmless from claims of occupants who were not so notified and did not provide protection.
10. **Deck Repairs.** Any work required to replace rotten or missing wood or deteriorated decking, wood sheathing, insulation or structural members shall be done on a time and material or unit price basis as an extra unless specifically included in the scope of work.
11. **Damages and Delays.** Jimmy's will not be responsible for damage done to Jimmy's work by others, including damage to temporary tie-offs. Any repairing of the same by Jimmy's will be charged as an extra. Jimmy's shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Jimmy's. Jimmy's shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Jimmy's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. **Roof Projections.** Jimmy's will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to Jimmy's. Penetrations not shown on the plans provided to Jimmy's prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Jimmy's shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.
13. **Material References.** Jimmy's is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
14. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Due to natural fading and changes in factory color mixing, color matching will be as close as possible but can be noticeably different. Specified quantities are intended to represent an average over the entire roof area.
15. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Jimmy's is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Jimmy's bid is based solely on manufacturer's printed test results. Jimmy's itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.
16. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Jimmy's. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Jimmy's harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
17. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Jimmy's. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing Jimmy's, upon submittal of written documentation and advance notice.
18. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to

Spokane Branch - 11401 E Montgomery Dr #2 , Spokane Valley , WA 99206

www.jimmysroofing.com

p: 509-924-1989 f: 509-928-1989

License No: JIMMYR\*933LM

Jimmy's shall be valid unless previously authorized in writing by Jimmy's and unless written notice is given to Jimmy's within five (5) days of the event, act or omission which is the basis of the backcharge.

19. **Roof Top Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where Jimmy's will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Jimmy's employees. Jimmy's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or top side of the roof deck upon which Jimmy's will be installing the new roof. Owner will indemnify Jimmy's from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Jimmy's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Jimmy's is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Jimmy's and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Jimmy's is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Jimmy's harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

20. **Availability of Site.** Jimmy's shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Jimmy's shall not be required to begin work until underlying areas are ready and acceptable to receive Jimmy's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Jimmy's to and from the job as a result of the job not being ready for the Work after Jimmy's has been notified to proceed will be charged as an extra.

21. **Warranty.** Jimmy's work will be warranted by Jimmy's in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Jimmy's standard warranty is attached or, if not, will be furnished upon request. Jimmy's SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Jimmy's.

A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

22. **Existing Conditions.** Jimmy's is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Jimmy's. If there is an existing satellite dish or antenna mounted on the roof, Jimmy's will remount it onto the new roof, but it is the Owner's responsibility to have the satellite dish or antenna realigned.

23. **Mold.** Jimmy's and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Jimmy's if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Jimmy's will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. Jimmy's is not responsible for indoor air quality. Owner shall hold harmless and indemnify Jimmy's from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless Jimmy's from claims brought by tenants and third parties arising from mold growth.

24. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The extent of oil-canning and the appearance of the panels will vary depending on factors such as panel length and color, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Jimmy's. Jimmy's is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

25. **Dispute Resolution.** If a dispute shall arise between Jimmy's and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Jimmy's and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Jimmy's alleging any breach of this contract or negligence by Jimmy's must be initiated no later than two (2) years after Jimmy's performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of Jimmy's.